



WILLIAM T FUJIOKA  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

July 1, 2008

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012  
Dear Supervisors:

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

### **DEPARTMENT OF PUBLIC WORKS: AWARD OF CONTRACTS FOR EMERGENCY WATER DISTRIBUTION SYSTEM REPAIR PROGRAM (SUPERVISORIAL DISTRICTS 3, 4, AND 5) (3 VOTES)**

#### **SUBJECT**

This action is to award five contracts for the Emergency Water Distribution System Repair Program.

#### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Award contracts for the Emergency Water Distribution System Repair Program in an annual aggregate sum not to exceed \$1 million to the following contractors: Williams Pipeline Contractors, Inc., located in Ventura, California; Doty Bros. Construction Company, located in Norwalk, California; Steve Bubalo Construction Co., Inc., located in Monrovia, California; W. A. Rasic Construction, located in Bell Gardens, California; and Colich & Sons LP, located in Gardena, California. These contracts will be for a term of one year commencing on August 1, 2008, with four 1-year renewal options, not to exceed a total contract period of five years.

3. Authorize the Acting Director of Public Works or his designee to annually increase the contracts' amount up to an additional 25 percent of the annual aggregate contract sum for unforeseen, additional work within the scope of the contracts, if required, and to adjust the annual aggregate contract sum for each option year over the term of the contracts to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contracts.
4. Authorize the Acting Director of Public Works or his designee to execute these contracts; to renew one or more of these contracts for each renewal option if, in the opinion of the Acting Director of Public Works, the contractors have successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Acting Director of Public Works, it is in the best interest of the County to do so.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to make available emergency repair crews with the appropriate expertise and heavy equipment for the Los Angeles County Waterworks Districts and Marina del Rey Water System during periods of peak demand and under unusual physical conditions (e.g., underwater pipes). The emergencies require the immediate repair of line breaks, whether resulting from natural causes or system age. The Department of Public Works (Public Works) has contracted for these as-needed and intermittent services since 1995.

#### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1), Organizational Effectiveness (Goal 3), and Community Services (Goal 6). The contractors who have the specialized expertise and heavy equipment to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

#### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund. These contracts are for an annual aggregate amount not to exceed \$1 million plus 25 percent for unforeseen, additional work within the scope of the contract. This amount is based on the hourly rates quoted by the contractors and Public Works' estimated annual demand for these services.

Funding for the first year of these contracts is included in the Proposed Fiscal Year 2008-09 Internal Service Fund Budget, which will be reimbursed by the Waterworks District Fund. When the need arises for services under these contracts, funding for the required services will be from the appropriate fund source based on the location of the work. Total annual expenditures for these services, however, will not exceed the annual aggregate amount approved by your Board. Funds to finance optional years will be requested through the annual budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The contracts will be in the form previously reviewed and approved by County Counsel (Attachment A). The recommended contracts were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements. The contractors are in compliance with the Chief Executive Officer's and your Board's requirements.

These contracts contain terms and conditions supporting your Board's ordinances, policies, and programs, including, but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

These contracts will commence on August 1, 2008, for a period of one year. With your Board's delegated authority, the Acting Director of Public Works or his designee may renew these contracts for four 1-year renewal options, not to exceed a total contract period of five years.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractors before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on January 23, 2008, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to these recommended contracts, which are for services required on an as-needed and intermittent basis; hence, these contracts are not a Proposition A contract (Los Angeles County Code Chapter 2.121).

These contracts include a cost-of-living adjustment provision in accordance with your Board Policy, which was approved on January 29, 2002.

### **ENVIRONMENTAL DOCUMENTATION**

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15302 of CEQA.

### **CONTRACTING PROCESS**

On January 23, 2008, Public Works solicited proposals from 186 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Attachment B), and an advertisement was placed in the *Los Angeles Times*.

On February 20, 2008, nine proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. One proposal was determined to be nonresponsive for failure to provide the proof of insurance, proof of five years' experience, and a copy of its California Class "A" Contractor's License. The remainder of the proposals having met the requirements were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included the price, experience, work plan, and references. Based on this evaluation, it is recommended that contracts be awarded to the five highest-rated, responsive, and responsible proposers. When work is identified, Public Works will always first offer the work to the highest-rated contractor for the service.

The following is the order of the contractors starting from highest-rated to lowest-rated:

1. Williams Pipeline Contractors, Inc.
2. Doty Bros. Construction Company
3. Steve Bubalo Construction Co., Inc.
4. W. A. Rasic Construction
5. Colich & Sons LP

If the highest-rated contractor declines the work, the next highest-rated contractor will be assigned the work following the order from highest-rated to lowest-rated in which the contractors are ranked as indicated above. In the event that the contractor selected cannot be contacted by telephone, fails to respond within one hour after being contacted, or is not available to do the work when notified, the County may select the next contractor in the ranking. At the County's discretion, the County may skip a contractor in future projects if the contractor is determined to be nonresponsive.

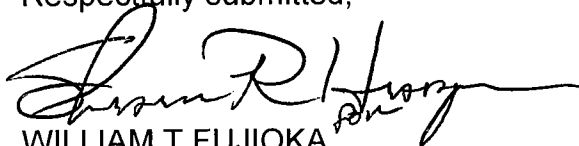
#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of these contracts will not result in the displacement of any County employees as these as-needed and intermittent services are presently contracted with the private sector.

#### **CONCLUSION**

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:DDE  
GZ:dw

Attachments (2)

c: County Counsel  
Department of Public Works (Waterworks)

SAMPLE AGREEMENT FOR  
EMERGENCY WATER DISTRIBUTION SYSTEM REPAIR PROGRAM

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the COUNTY OF LOS ANGELES, (hereinafter referred to as COUNTY), and [NAME OF CONTRACTOR], a [Form of Entity] (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on February 20, 2008, hereby agrees to provide services as described in the attached specifications for Emergency Water Distribution System Repair Program, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Map of Los Angeles County Waterworks Districts, Exhibit F, Emergency Contract Invoice Checklist, Exhibit G, Daily Work Report; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Acting Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2. In no event will the COUNTY pay any and all contractors providing emergency water distribution system repair service an aggregate annual amount to exceed \$1,000,000 (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: Work shall be assigned in accordance with Exhibit A, Scope of Work, Section F, Assignment of Work. The following is the order of the contractors starting from highest-rated to lowest-rated:

1. Williams Pipeline Contractors, Inc.
2. Doty Brothers Construction Company
3. Steve Bubalo Construction Co., Inc.
4. W. A. Rasic Construction
5. Colich & Sons LP

Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the COUNTY may enter into other contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

FIFTH: This Contract's initial term shall be for a period of one year commencing on August 1, 2008. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

SIXTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and/or unit prices quoted in Forms PW-2.1 and PW-2.2, Schedule of Prices.

SEVENTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager or his/her designee or designees are authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager or his/her designee or designees are not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or his/her designee or designees or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall send written notification to the Contract Manager or his/her designee or designees, when this Contract is within six months from expiration of the term as provided for herein above.

TENTH: The Director may adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles-Riverside-Orange County Area (CPI) for the 12-month period preceding the contract anniversary date, which shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the County's Chief Executive Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost-of-living adjustment will be granted.

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**ELEVENTH:** In the event that terms and conditions, listed in the CONTRACTOR'S Proposal conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through G, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

**THIRTEENTH:** This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

[illegible]



IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Acting Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Acting Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Deputy

[NAME OF CONTRACTOR]

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name

Award information has not been added at this time.

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### Bid Information

**Bid Number :** PW-ASD 706

**Bid Title :** Emergency Water Distribution System Repair Program (2008-AN009)

**Bid Type :** Service

**Department :** Public Works

**Commodity :** CONTAMINATED GROUNDWATER TREATMENT EQUIPMENT

**Open Date :** 1/24/2008

**Closing Date :** 2/6/2008 1:00 PM

**Notice of Intent to Award :** [View Detail](#)

**Bid Amount :** \$ 1,000,000

**Bid Download :** Not Available

**Bid Description :** PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Emergency Water Distribution System Repair Program (2008-AN009). The total aggregate contract amount of this service is estimated to be \$1,000,000. If not enclosed with this letter, the Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/emergencywater.pdf> or from Ms. Lorena Calderon at (626) 458 4169, Monday through Thursday, 7 a.m. to 5:30 p.m.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, Proposer must have five years of experience in providing water system repair services and a Class "A" California Contractor's license.

A Proposers' Conference will be held on Wednesday, February 6, 2008, at 1 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Wednesday, February 20, 2008, at 5:30 p.m. Please direct your questions to Ms. Calderon at the number above.

**Contact Name :** Lorena Calderon

**Contact Phone# :** (626) 458-4169

**Contact Email :** [lcalderon@dpw.lacounty.gov](mailto:lcalderon@dpw.lacounty.gov)

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